

RECEIVED
2016 OCT 14 AM 11:57
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

Original Title Page

CSAV / "K" LINE
BELGIUM / GERMANY / EAST COAST UNITED STATES
CAR CARRIER AGREEMENT

FMC Agreement No.: 012438

Expiration Date: NONE

Effective Date:



CSAV / "K" LINE
BELGIUM / GERMANY / EAST COAST UNITED STATES
CAR CARRIER AGREEMENT
FMC No. _____
Original Page 1

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1 - Full Name of Agreement.....	2
2 - Purpose of Agreement.....	2
3 - Parties to the Agreement	2
4 - Geographic Scope of the Agreement.....	3
5 -Overview of Agreement Authority	3
6 - Officials of the Agreement and Delegations of Authority	4
7 - Membership, Withdrawal and Expulsion	5
8 - Voting	5
9 - Duration and Termination of the Agreement	5
10 - Applicable Law and Dispute Resolution	5
11 - Non-Assignment	6
Signature Page	



ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is the CSAV / "K" LINE BELGIUM / GERMANY / EAST COAST UNITED STATES CAR CARRIER AGREEMENT ("the Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize Compañía Sud Americana de Vapores S.A. ("CSAV") to utilize space on "K" Line Ro-Ro vessels in the Trade defined in Article 4 of this Agreement and to authorize the Parties to agree on cooperative working arrangements in connection therewith.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- (1) Compañía Sud Americana de Vapores S.A.
Hendaya 60, Suite 1401, Las Condes,
Santiago, Chile. Zip Code 7550188

(hereafter "CSAV")

- (2) Kawasaki Kisen Kaisha, Ltd.
Iino Building, 1-1 Uchisaiwaicho 2-Chome
Chiyoda-ku Tokyo 100-8540 Japan

(hereafter "K" Line")

(CSAV and "K" Line may be individually referred to as a "Party" and collectively as the "Parties")



ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The scope of this Agreement is chartering involving transportation of vehicles (and such other Ro-Ro cargo) as the Parties may from time to time agree in the Trade between ports in Belgium or Germany on the one hand to and from ports on the East Coast of the United States on the other hand. A "car" or "vehicle" for purposes of this Agreement shall be defined as private/public vehicles, buses, trucks, campers, trailers and any other rolling stock.

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 Under this Agreement, CSAV may charter space up to the full reach of any vessel, on vessels owned, chartered, or managed by "K" Line in the Trade, on such terms and conditions as the Parties may agree. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon: the capacity and features of the vessels; the schedule and selection of ports of loading and discharge; space requirements and the availability of space in vessels owned, chartered, or managed by "K" Line; the place and timing of the provisions of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements; and for any other administrative matters relating to chartering and operations under this Agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire as the Parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.



CSAV / "K" LINE
BELGIUM / GERMANY / EAST COAST UNITED STATES
CAR CARRIER AGREEMENT
FMC No. _____

Original Page 4

5.3 "K" Line operates vessels in the Trade on which space may be chartered by CSAV under this Agreement.

5.4 "K" Line may act as the Agent of CSAV in the Trade covered by this Agreement with respect to cargo claims and General Average upon such conditions as they may from time to time agree.

5.5 The Parties are authorized to discuss and agree upon arrangements for the use of terminals in connection with the chartering of space hereunder, including entering into exclusive, preferential, or cooperative working arrangements with marine terminal operators and any person relating to marine terminal, stevedoring or other shoreside services. Nothing herein, however, shall authorize the Parties jointly to operate a marine terminal in the United States.

5.6 The Parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.7 Pursuant to 46 CFR §535.407, any further agreement or cooperation beyond what is authorized herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF
AUTHORITY

The following shall have authority to file this Agreement and any modification hereto:



- (a) any authorized officer or official of either Party;
- (b) legal counsel for either Party.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Not Applicable.

ARTICLE 8: VOTING

Not Applicable.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall take effect on the date it becomes effective under the Shipping Act of 1984, as amended, and shall remain in effect until it is terminated by mutual agreement of the Parties. Either party shall give a 60 (sixty) days written notice of termination to the other party prior to expiry date.

ARTICLE 10: APPLICABLE LAW AND DISPUTE RESOLUTION

The Parties agree that any and all disputes arising out of or in connection with this Space Charter Agreement, and failing an amicable settlement between the Parties, will be referred to arbitration in New York. The arbitration shall be conducted in accordance with the Rules of the New York Society of Maritime Arbitrators. Upon giving notice of a claim under these rules, the claimant shall nominate an arbitrator from the SMA roster to act as the sole arbitrator and simultaneously request the respondent's agreement. Failing a response by the respondent within



CSAV / "K" LINE
BELGIUM / GERMANY / EAST COAST UNITED STATES
CAR CARRIER AGREEMENT
Original Page 6

20 days of this initial nomination, the arbitrator so nominated shall become the sole arbitrator.

The arbitrator shall promptly submit his/her disclosure statement to the parties, as required under Section 9 of the standard SMA Rules. If the respondent does not agree to the nominated arbitrator as sole arbitrator, the respondent shall propose three other persons from the SMA roster to serve as sole arbitrator. Failing agreement on a sole arbitrator, either party may request that the President of the SMA appoint the sole arbitrator. This appointment shall be binding upon the parties. The costs and expenses of the arbitration (including reasonable attorneys' fees and costs) shall be borne by the non-prevailing Party unless the arbitration panel otherwise determines. The decision of the arbitrator shall be final, binding and not subject to further review, and may be made a judgment of any court of competent jurisdiction.

The Parties agree that this Space Charter Agreement shall be construed and interpreted under U.S. Maritime law, and the validity of this Space Charter Agreement and each provision and part thereof shall in all respects be governed by U.S. Maritime law and where there is no such applicable law the law of the State of New York shall govern this Space Charter Agreement.

ARTICLE 11: NON-ASSIGNABILITY

Neither Party may assign its rights and obligations hereunder to any other person.



CSAV / "K" LINE
BELGIUM / GERMANY / EAST COAST UNITED STATES
CAR CARRIER AGREEMENT
FMC No. _____
Original Signature Page

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 12th day of October 2016.

KAWASAKI KISEN KAISHA, LTD.

FMC Carrier Number: 001466

By: John Meade

Name: John Meade

Title: General Counsel for
"K" Line America, Inc.
As Agent for Kawasaki Kisen Kaisha, Ltd.
Compañía Sud Americana de Vapores S.A. ("CSAV")
FMC Organization Number: 000795

By: [Signature] [Signature]

Name: HERNÁN MARTÍNEZ PABLO BAUER

Title: SVP - CAR CARRIER SVP - LEGAL

